

Site Details City of Farmers Branch - Aquatics Center 14032 Heartside Place Farmers Branch, TX 75234

Billing Details City of Farmers Branch - Aquatics Center 14032 Heartside Place Farmers Branch, TX 75234

Date: 6/16/2025 Attn: Chris Huskey Quote: Q-35062

Re: City of Farmers Branch - Aquatic Center RPLC 25 Ton AAON

Per your request, we are pleased to submit for your consideration our quote for the referenced project.

Scope of Work

Summary

Provide labor, equipment, and materials to replace one (1) AAON Dedicated Outside Air System (DOAS) Rooftop Unit (RTU) with one (1) new TRANE unit with heating and cooling capabilities. Removal and Disposal

Electrical

- Disconnect electrical and make safe. Lockout/tagout.
 - Remove wire and/or conduit as needed to facilitate installation of new unit.

Mechanical

- Disconnect existing gas piping.
 - Utilize crane to remove existing unit.
 - Transport existing unit from jobsite and dispose of per EPA Standards.

Installation

Mechanical

- Provide one (1) new Trane 25 Ton Unit with the following specifications:
- DX Cooling / Gas Heat
- High Efficiency
- 460/60/3
- Symbio 700
- Modulating Gas Heat
- Low Gas Heat
- Economizer, Comparative Enthalpy with Barometric Relief
- Through the Base Electric
- Non-Fused Disconnect Switch
- Advanced Controls and BACnet BAS
- 3-year parts, coils & controls warranty

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- 5-year compressor parts only warranty
- 10-year aluminized heat exchanger parts only warranty
- 15-year stainless steel heat exchanger
- 1st Yr Labor Whole Unit
- Startup by Trane
- Curb Adapter (Fld)

Controls

To be done by others

Startup/Commissioning

- Startup new Trane RTU Unit per manufacturer's specifications.
- Provide written documentation of startup to Customer.

Warranty

ACIS

One (1) year workmanship and materials warranty.

Project Investment

The total project investment is \$81,771.32 plus applicable taxes.

Notes/Clarifications

1. All work is to be performed during normal business hours

Exclusions

- Taxes Unless stated above, all pricing excludes sales tax
- **Previously Expended Labor Previously expended labor and materials beyond area where work** is to be performed
- Additional Labor and Materials (Plan and Spec. Project) Quotation is based on information shown on mechanical plans and specifications. Any labor and/or materials required for the project that are not designated on the mechanical plans will be at additional cost
- Pre-Existing Problems Any pre-existing problems that may be discovered during the installation of this project unless addressed in the "Scope of Work" above. This includes, but is not limited to, electrical issues, existing drain lines, existing thermostat (or thermostat wires), duct work, etc.
- After-Hours Work After-hours work, unless stated above
- Scheduling Conflicts Additional labor required due to customer scheduling conflicts is not included in the above stated price
- Additional Rental Charges Time exceeding the originally contracted length of rental, will be billed in addition to the sales price in this agreement

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Houston: ACISInc.com 4268 Clark Rd Houston, TX 77040 P: 713.447.1985 TACLA00123475C

2201 Patterson Industrial Dr Pflugerville, TX 78660 P: 512.994.3000 TACLA129449C | M-42691

Austin: TeamServicesTX.com San Antonio: APS-CentalTX.com 12110 Valliant Street San Antonio, TX 78216 P: 210.236.0031 TACLA50034E

Payment Terms

The following payment schedule will be applied upon acceptance of this proposal:

Initial mobilization may be billed, then payments based upon percentage of job completion

If this proposal is acceptable, please sign and return it by email with the appropriate purchase order number, if needed. Our pricing stands firm for 10 days from the date of this proposal, after which adjustments may be required based on market conditions, and potential tariffs.

Thank you,

Collin Croft 4694089475 collin.croft@acisinc.com

Proposal Acceptance		
Signature		
Name		
Date		
PO#		

Terms and Conditions

- PERFORMANCE. Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof is subject to the approval of the Credit Department of Air Conditioning Innovative Solutions, Inc. ("ACIS"), is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, or upon any like or unlike cause beyond the control of ACIS. Upon disapproval of the Credit Department or upon the occurrence of any such event, ACIS may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If ACIS and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other that Customer's obligation to pay for service rendered by ACIS to the date of cancellation.
- SERVICE FEE, PAYMENTS, and TAXES. Fees for Services ("Service Fees") shall be paid within thirty (30) days of invoice date. Interest of 1.5% per month on unpaid balances may be charged by ACIS. ACIS may discontinue services whenever payment is overdue. Unless otherwise agreed, Customer shall pay, in addition to the stated price; all taxes not legally required to be paid by ACIS or, alternatively, shall provide ACIS with acceptable tax exemption certificates.
- 3. WARRANTIES. ACIS warrants that: (1) ACIS manufactured material is free from defect in material and manufacture for a period of ninety (90) days from date of start-up or replacement. ACIS's obligation under this warranty is limited to repairing or replacing the defective part at its option; (2) Labor is warranted (to have been properly performed) for a period of ninety (90) days from completion. ACIS under this warranty is limited to correcting any improperly performed labor; (3) Non-ACIS equipment and/or parts are not warranted by ACIS. Warranties for such equipment and parts are those extended to ACIS by the respective manufacturer. Warranty does not include damage of any kind due to acts of God (such as, but not limited to lightning strikes), power failure, insurrection, vandalism, riot, inappropriate customer use of product, or any other cause whatever beyond the control of ACIS. There are absolutely no other warranties extended, including any implied warranties of FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY.
- 4. INDEMNITY AND LIABILITY. ACIS AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD EACH OTHER HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, COSTS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES, RESULTING FROM DEATH OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF THEIR RESPECTIVE EMPLOYEES OR THEIR AUTHORIZED AGENTS IN CONNECTION WITH THEIR ACTIVITIES WITHIN THE SCOPE OF THIS AGREEMENT. HOWEVER, NEITHER PARTY SHALL INDEMNIFY THE OTHER AGAINST CLAIMS, DAMAGES, EXPENSES, OR LIABILITIES TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENCE OR MISCONDUCT OF THE OTHER PARTY. IF THE PARTIES ARE BOTH AT FAULT, THE OBLIGATION TO INDEMNIFY SHALL BE PROPORTIONAL TO THEIR RELATIVE FAULT. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION HEREOF. WITH RESPECT TO ANY CLAIMS BASED ON FACTS OR CONDITIONS THAT OCCURRED PRIOR TO THE EXPIRATION OR TERMINATION. NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.
- 5. LEGAL COMPLIANCE. ACIS will comply with applicable federal, state and local laws and obtain requisite temporary licenses and permits for it work hereunder. Customer will obtain at its cost any requisite permanent licenses and permits.
- 6. ATTORNEY FEES. Customer will pay for reasonable attorney fees incurred by ACIS in enforcing collection of amounts due.
- INSURANCE, ACIS agrees to carry insurance in the following minimum amounts: 7
 - Commercial General Liability \$1,000,000 per occurrence
 - 2. Automobile Liability \$1,000,000 CSL
 - Workers Compensation Statutory Limits
- 8. ASBESTOS AND HAZARDOUS MATERIALS. ACIS Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, poly chlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in writing, there are no Hazardous Materials on the Premises that will in any way affect ACIS Work and Customer has disclosed to ACIS the existence and location of any Hazardous Materials. If ACIS identifies any Hazardous Materials, ACIS may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by ACIS. ACIS shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall ACIS be obligated to transport or handle the Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous
- 9. ENTIRE AGREEMENT. This instrument embodies the entire agreement between Customer and ACIS Any modifications or amendments must be in writing and signed by both parties.